



ONLINE/MOBILE BANKING AGREEMENT & DISCLOSURE AND CARD CONTROLS TERMS AND CONDITIONS

Citadel Federal Credit Union
520 Eagleview Blvd. Exton, PA 19341
(610) 380-6000 FAX (610) 380-6073

ONLINE / MOBILE BANKING AGREEMENT AND DISCLOSURE

THIS IS YOUR ONLINE/MOBILE BANKING AGREEMENT AND DISCLOSURE (“AGREEMENT”). IT INCLUDES SPECIAL INSTRUCTIONS REGARDING THE USE OF OUR PERSONAL COMPUTER ACCESS SYSTEM (“ONLINE/MOBILE BANKING”) AND ITS PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

THIS AGREEMENT IS SPECIFICALLY SUBJECT TO THE TERMS AND CONDITIONS OF THE COMMERCIAL ACCOUNT AGREEMENTS AND DISCLOSURES (THE “ACCOUNT AGREEMENT”) WHICH CONTROLS YOUR ACCOUNTS WITH THE CREDIT UNION AS WELL AS ANY SERVICES YOU RECEIVE FROM THE CREDIT UNION. YOU AGREE THAT THIS AGREEMENT IS ALSO SPECIFICALLY SUBJECT TO THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN THE ACCOUNT AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ACCOUNT AGREEMENT, THE TERMS OF THE ACCOUNT AGREEMENT SHALL CONTROL.

In this Agreement, the references to "We," "Us," "Our" and "Credit Union" mean CITADEL FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using Our Online/Mobile Banking System. If this is a joint account, read singular pronouns in the plural.

ONLINE/MOBILE BANKING AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account.

An electronic funds transfer is any transfer of funds other than by check or other paper instrument which is performed through the use of Our Online/Mobile Banking system or other electronic device. You understand that any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your PIN, Access Code and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended from time to time related to the use of Your PIN, Access Code and/or other Account access device; and (b) that We may follow all instructions given to the Online/Mobile Banking system.

Each withdrawal by You or by any authorized user of Your PIN or Access Code may be charged to Your Share Account, Your Share Draft Account, or Your Line of Credit as appropriate, and will be treated as though it were a share withdrawal or Line of Credit Advance except that We may charge withdrawals to Your Share Account or Line of Credit in any order We determine.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the available balance in Your Share and/or Share Draft Account. In the event that any such transfer occurs, You agree to immediately pay Us any overdrawn amount and to the extent permitted by law, any associated fees and charges. We may charge a service fee for an NSF item each time it is presented, thus **we may charge you more than one service fee for any given item.** When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) a negative balance.

JOINT ACCOUNTS. If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary accountholder at the address that We have for You on file. We may refuse to follow any instructions which run counter to this provision.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES. You must select or otherwise choose a Personal Identification Number (PIN) or Access Code to be used in conjunction with Online/Mobile Banking transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Share Account or Your Share Draft Account or to make advances on Your Line of Credit that You may have with Us to cover such transactions.

TYPES AND LIMITATIONS OF SERVICES ONLINE/MOBILE BANKING TRANSACTIONS.

At the present time, You may use Our Online/Mobile Banking system via a personal computer and/or designated cellular device capable of internet access for the following services: (a) Make inquiries about Your Savings, Checking, Line of Credit, Loan Accounts or Certificates with the Credit Union; (b) Make transfers of funds to and from Your Savings, Checking and line of Credit Accounts; (c) Make transfers of funds to financial institutions other than the Credit Union; (d) Access Our Bill Payer Service; (e) Make loan payments; (f) Request a stop payment; and (g) Notify Us of an address change.

You may use Our Bill Payer system via a personal computer and/or designated cellular device capable of internet access in conjunction with the Online/Mobile Banking system to issue payments to third parties on Your behalf. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of the Online Bill Payer system will be made by check or by electronic funds transfer and may take as long as six business days to be sent to each payee. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges against You.

You may also use the Online/Mobile platform to deposit checks into Your share and checking Account(s) You have with Us by using an internet enabled mobile computing device (e.g. smartphone or tablet), an imaging application/device, special software and an Access Code and/or User ID, You understand and agree that the remote deposit of Items into Your deposit accounts with Us through use of remote deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) or Regulation E (12CFR 1005.1 et seq.). The remote deposit of Items into Your designated deposit accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

OWNERSHIP. Any Account access device (such as a PIN or Access Code) will remain Our property and may be canceled or its use restricted by Us at any time without notice. You agree to discontinue the use of any such PIN and/or Access device immediately upon Our request.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at (610) 380- 6000 or (800) 666-0191, in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on Our Fee Schedule. We are not responsible for fees charged by other facilities that We do not own or operate. You will be provided with a fee schedule and further Online Banking and/or Online Bill Payer information after Your Account is established. Additional fee schedules are available at any of Our office locations and on Our website.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your actual and reasonable losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) circumstances beyond Our control prevent the transaction; or (c) Your PIN or access code have been reported lost or stolen and We have blocked the Account.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (610) 380-6000 or (800) 666- 0191, if You believe Your Card, PIN or Password have been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. Prompt notification to the credit union is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

ONLINE/MOBILE BANKING AGREEMENT AND DISCLOSURE IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at (610) 380-6000 or (800) 666-0191 as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe there is an error or why You need more information. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within the United States; (b) resulted from a point-of-sale debit card transaction; or (c) occurred within 30 days after the first deposit to Your Account was made.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your PIN or Access Code or cancel this Agreement at any time upon written notice. For example, We may exercise Our right to terminate due to inactivity. You may request termination of these services in writing or in person at one of Our branches.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this agreement and may amend this Agreement from time to time.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays, and holidays.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the Commonwealth of Pennsylvania except to the extent that such laws are inconsistent with controlling federal law.

CARD CONTROLS TERMS AND CONDITIONS

INTRODUCTION

Welcome to Card Controls (the “**App**”) for Android and iOS which will allow you to access to Mobile Service. This App Agreement (“**Agreement**”) provides the terms and conditions that apply to your use of the App and is in addition to any other agreements you may have with us, your financial institution or other third parties. **This Agreement is revised periodically and it may include changes from earlier versions, by using the App, you agree to the most recent version of this Agreement. You may withdraw your consent at any time by unsubscribing all enrolled Accounts. THIS AGREEMENT IS SPECIFICALLY SUBJECT TO THE TERMS AND CONDITIONS OF THE COMMERCIAL ACCOUNT AGREEMENTS AND DISCLOSURES (THE “ACCOUNT AGREEMENT”) WHICH CONTROLS YOUR ACCOUNTS WITH THE CREDIT UNION AS WELL AS ANY SERVICES YOU RECEIVE FROM THE CREDIT UNION. YOU AGREE THAT THIS AGREEMENT IS ALSO SPECIFICALLY SUBJECT TO THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN THE ACCOUNT AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ACCOUNT AGREEMENT, THE TERMS OF THE ACCOUNT AGREEMENT SHALL CONTROL.**

This Agreement contains terms and conditions that apply to your use of the App and is in addition to other agreements and disclosures that apply to your Account(s). If there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address the App, this Agreement will control in resolving those inconsistencies.

We reserve the right to modify the scope of the Service available on the App at any time and you agree that some or all of the available service may not be accessible or may have limited utility.

If you have any questions, please contact Citadel Federal Credit Union.

Definitions

The following definitions apply in this Agreement:

- The words “**we,**” “**our,**” and “**us**” mean Card Controls, Citadel Federal Credit Union, and their respective affiliates, successors, and assigns.
- The words “**you**” and “**your**” mean each Account owner and anyone else with access to the Account to perform the transactions or receive the service covered by this Agreement. If there is more than one owner, then these words mean each Account owner separately, and all Account owners jointly.
- “**Access Device**” means any electronic device you use to access your account and view electronic documents through the App. This includes, but is not limited to: a mobile device such as a smartphone or a tablet computer.
- “**Account**” means a Consumer or business account accessed by a debit card that may be registered to utilize this Mobile Service.
- “**Business Days**” include Monday through Friday. The Federal Reserve Bank holidays are not included.
- “**Consumer**” means a natural person, who is at least 18 years of age, and does not include a corporation, limited liability company, or other entity.
- “**Mobile Service**” may include mobile card controls; alerts; and other mobile transactions as added by Card Controls, in its sole discretion, from time to time accessible through the App.

- “**Service Providers**” means any other third party that we have engaged to provide services in connection with the App. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

GETTING STARTED

Eligibility

To be eligible to register for the App, you must meet our eligibility requirements, have an Account and reside in the United States. You can only register a debit card that you are lawfully entitled to use. Additionally, you must have all of the following:

- A U.S. mobile phone account;
- A compatible mobile phone. The following minimum requirements must be met by your device:
 - A smart phone with the ability to support a downloadable application (e.g. Android or iOS)
 - A current version of the Access Device operating system;
 - Have sufficient memory and data connectivity to support the application;
 - Be configured with the standard internet data connectivity settings for your network operator.
 - Have free space available in your mobile phone, e-mail or service inbox to receive push notifications and e-mail messages.
- Establish and maintain a valid passcode for the App; and
- Maintain a valid e-mail address and phone number within the U.S.

Registration

- You may download the App for Android from the Google Play store (<https://play.google.com/store>), or for iOS from the Apple App Store (<http://store.apple.com/us>). By downloading the App you are accepting the terms of the software license as set out in this Agreement.
- When you first use the App, we will ask you to choose a security passcode, which you will need each time you use the Application. If you forget your passcode, please follow the forgotten passcode instructions on the App.
 - Once you have completed your registration details, you will be asked to confirm that the information is correct. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact us at (800) 666-0191.
 - We will use commercially reasonable efforts to ensure that the App will be accessible from Android and iOS phones; however, we do not guarantee that the App will be compatible with every type of mobile phone.

YOUR RESPONSIBILITIES

Providing Personal Information

You may not be able to use the App if we cannot verify your identity or other necessary information. You agree to provide current and complete information about yourself and you agree not to misrepresent your identity. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made by contacting us. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account or contact information.

Equipment

You are responsible for and must provide all mobile devices, software (other than any software provided by us), and services (such as cellular data service) necessary to access the App. You are also responsible for ensuring that your use of the software applications does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

No Illegal Use

You may use the App for lawful purposes only. You agree not to use the App to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

Right to Cancel

- To cancel use of the Mobile Service you must: 1) un-manage all enrolled Accounts from the Manage Portfolio screen and 2) confirm the unsubscribe message.
- If you delete the App without unsubscribing enrolled Accounts, Card Controls that you have designated will remain in effect and transactions could be denied as a result. When you unsubscribe all enrolled Accounts, you will not receive any further messages on registered Accounts, so then you may delete the App from your Access Device.
- There is no minimum contract period and you are free to stop using the Mobile Service at any time. You acknowledge that it is your responsibility to delete the App from your Access Device before you dispose of it. If you obtain a new Access Device, you must enroll your Accounts on that Device as well.
- We will use commercially reasonable efforts to ensure that the App will be accessible from Android and iOS phones; however, we do not guarantee that the App will be compatible with every type of mobile phone.

Cellular Phone Contact Policy

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider.

You have the ability to update your contact information by contacting us. Please see the Citadel Federal Credit Union Online Privacy and Security Policy to learn more about how we use and share your information.

Consent to Receiving Push Notifications and Other Communications

You will need to register your mobile device before we are able to send you push notifications for the mobile service that use push notification messaging (i.e., alerts). By registering your mobile phone number for the Mobile Service, you expressly consent to receiving push notification messages related to the Mobile Service using such functionality. **Data rates may apply and you are responsible for any such charges.** Message frequency depends on your Account settings and the type of alerts you select to receive. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions, contact us.

Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received, that neither we nor your wireless carrier guarantee that alerts will be delivered, and that neither we nor wireless carriers are liable for delayed or undelivered messages.

Location Based Information

If you use any location-based feature of the App (for example, to control access away from your phone) you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the App or service. You may turn off location based features at any time within the App, but this may impact the functionality and accuracy of the service. If you wish to revoke access to such information you must cease using location-based features of the App or service. Please see the Citadel Federal Credit Union Online Privacy and Security Policy within the Legal and Help menu screen to learn more about how Citadel uses and shares your information.

Mobile Software License

Subject to your compliance with this Agreement, you are hereby granted a personal limited license (“License”) to use the App software (“Software”) on your mobile device within the United States.

This License shall be deemed revoked immediately upon:

- Your deletion of the Software from your mobile device; Your noncompliance with this Agreement; or
- Written notice to you at any time, with or without cause.

If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your mobile device if you have not already done so.

This License does not amend or supersede any agreements you may have with your mobile service carrier or provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the Software (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the Software, receiving or sending text messages, or other use of your mobile device when using the Software), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service carrier or provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Software.

Mobile Security

As a customer engaging in the Mobile Service, you have chosen a personal passcode which allows you to access the Mobile Service. Information you provide in connection with the Mobile Service will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is partly contingent upon your responsible behavior in protecting your personal passcode for the Mobile Service. Please use maximum caution in protecting your personal passcode.

Information you provide in connection with the App will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is dependent on your responsible behavior in protecting your Log-in Credentials and controlling access to the devices that you use to access the App. For the purposes of this Agreement, "Log-in Credentials" means your personal ID, password, and any other unique biometric attribute (such as voice print or fingerprint) used to access the App.

Protecting Your Log-in Credentials

You have chosen a personal ID and password which allows you to access the App. Depending on your mobile device, you may also have the option to use a biometric feature (such as a fingerprint scanner) on your mobile device to authenticate your identity and gain access to the App. If you choose to activate a biometric feature, it is your responsibility to control access to the App just as you would with your personal ID and password. You acknowledge that any person who has a biometric feature stored in your device may be able to access the App.

You are responsible for keeping your Log-in Credentials confidential and you are responsible for ensuring that you have logged out when your session is complete to prevent unauthorized persons from using the App.

If you give any other person or entity access to your Log-in Credentials, or any device you use to access the App, you agree that each such person or entity will be acting as your "Agent" and will be bound by this Agreement (and any separate agreement governing your Account). We are not responsible for managing your third-party relationships and any arrangements between you and an Agent are strictly between you and the other party. We will rely and act on all instructions received via our web sites or App using your Log-in Credentials and we are not liable to you if your Agent exceeds the scope of authority granted. Any transaction performed by your Agent using your Log-in Credentials, even if not specifically intended by you, is

considered a transaction authorized by you.

Should you decide to revoke any access you have given to an Agent, you must contact us at a number at the end of this agreement, in which case we may need to block online and mobile access to your Account until we issue new Log-in Credentials.

Please note that after initial registration Citadel Federal Credit Union will never contact you (or ask anyone to do so on our behalf), with a request to disclose your passcode or other Account information. If you receive any such request from anyone (even if they are using our name and appear to be genuine) then it is likely to be fraudulent and you must not supply your confidential information to them in any circumstances.

Contact us if:

- You believe that your passcode or other means to access the App has been lost or stolen;
- You believe that someone may attempt to use the App without your consent or has transferred money without your permission; or
- You have been contacted by someone claiming to be from us with a request to disclose confidential information.

Reporting Unauthorized Transactions or lost or stolen device

If you believe that an unauthorized transaction has been made from your Account, you must immediately contact us. Contacting us right away may help you reduce possible losses. You may also contact us for our policy on unauthorized transactions.

If your mobile phone is lost or stolen, you must tell us as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened, we will continue to provide the service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

Error Resolution

In case of errors or questions about transactions related to the Mobile Service, please contact us as soon as possible.

Services and Fees

Some Mobile Services are dependent upon us. The App is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network or where you are not in an area of mobile coverage. We may withdraw all or a part of the services without notice at any time.

We may charge you fees for your use of any of the Mobile Service. Please refer to the Citadel Federal Credit Union Membership Agreement and Disclosure governing your Account or contact us for more information.

You are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.

Card Controls and Alerts

We have determined which Card Controls and Alerts are available to you. Please contact us if you have questions about which options are offered within the App.

Introduction to Card Controls

Citadel Federal Credit Union may impose limits on the use of or access to certain Services, in its sole discretion, and without notice or liability. Further, the credit union may also impose specific fraud settings of its own which could override any settings You may have enabled, resulting in a transaction being declined.

The App will provide you with several card control options for registered Account(s). The most basic card control option is the ability to turn your card “off” or “on”. If a card is turned “off”, all transactions made on the card, other than recurring payments, deposits or credits, will be denied. Additional control preference settings are available through the Card Controls services. The Card Controls service allows two or more shared card users to jointly manage the card control settings.

Enrollment

To use the Card Controls app, at least one Account must be registered. Multiple users can register the same Account. If a user registers or adds a card using a secure token delivered in a “delegate” email invitation, that user will either be a “Primary” user, if full access is granted, or a “Dependent” user, if restricted access is given. A Primary user has access to the full functionality of card controls, whereas a Dependent user will be subject to the control preferences set by the Primary user that delegated the card, except that a Dependent user will be able to turn the card “on” or “off” and the Dependent user can change the control preference for “My Location” settings. Shared card users have shared control settings through which they can control their cards. An alert is sent to other shared card users whenever a user changes control policies for the card.

My Location Control

The App allows you to set control settings for location, region or to block international transactions. When the “My Location” control preference is set, the App will compare the user’s and the merchant’s location to decide whether to approve or deny the transactions. When the “My Region” control is set, in-store transactions made outside the specified region(s) will be denied. Each region is a circular area with a minimum radius of five miles. The App determines the user’s location by assuming that the user will always carry the phone that has been set as “Primary Device” and will use the phone’s location as a proxy for the user’s location. For “My Location” control and alerts policies to work, the user must turn on the device’s “Location Settings” and enable location tracking. For shared cards, the App will track the location of the user who chooses “My Location” last. Exceptions occur when one or more users have also set My Region control in addition to My Location control. In these cases, transactions may still be approved if they fall within the My Regions that have been set by the shared card users.

Maximum Spend Control

This control will allow you to specify a transaction threshold amount above which transactions will be denied. Maximum spend on card is the cumulative spend on all managed cards for the login per month. At the end of every month, the system automatically resets the monthly spend amount to zero. The monthly spend amount is calculated starting from the time you register the card for management with the App. If this is a shared card, the spend on the card for the month may already have value as soon as you complete registration and log in for the first time.

Shared Controls

When Card Controls settings are shared, each user can set up their own separate alert preferences. The user will receive alerts based on the alert preferences set up individually. Two exceptions to this rule are: all users will receive alerts for denied transactions, and all other shared users will receive alerts when one user sets or changes a control preference.

Fraud Alerts

We may choose to participate in Fraud Alerts. You will receive Fraud Alerts based on our preferences. In order to stop receiving Fraud Alerts, you must unsubscribe fully from the App by: 1) un-managing all enrolled Accounts from the Manage Portfolio screen and 2) then confirming the unsubscribe message. When you unsubscribed, all Alerts will be disabled and you will stop receiving transaction alerts. Subsequently, the user will not be able to login to the App.

Shared User Fraud Alerts

When a user un-manages the shared card or unsubscribes from the App, an alert is sent to all other users who have registered or added the same card if the unsubscribing user is the user who last set “My Location” control.

OUR RESPONSIBILITIES

Availability – We will take reasonable measures to ensure that the service is available, but we are not liable for system failures or temporary service disruptions that cause the service to be unavailable. If the service is unavailable; you are responsible for carrying out your business through alternative channels. Further, we are not liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted using the Mobile Service.

App Limitations

The features of the App are based on your geographic location and may not be accessible in all geographic locations. We make no guarantees of the App’s functionality and you agree that you will not rely solely on the information provided by the App.

Privacy & Confidentiality

Protecting your privacy is important to us. In connection with your use of the Mobile Service, we will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using the Mobile Service will be governed by the provisions of Citadel Federal Credit Union’s Online Privacy and Security policy. For more information or a copy of the privacy policy, contact us at (800) 666-0191. Personal information about you will be used for the purposes of engaging in the Mobile Service, of engaging in the App service as well as for internal purposes (i.e., aggregate demographic analysis, internal marketing studies, and statistical analysis). We may also disclose information to third parties about your Account or the transactions you make in accordance with law.

ADDITIONAL TERMS AND CONDITIONS

Intellectual Property Rights

All content connected with the App are the exclusive property of Citadel Federal Credit Union, its licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the App only on your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the App.

The trademarks, logos, and service marks displayed in connection with the App are the registered and unregistered trademarks of Citadel Federal Credit Union, and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with the App should be construed as granting (by implication or otherwise) any license or right to use any trademark without our express written permission or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding the App shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly

perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Using the App from Outside the United states

The products and services described herein are only offered in jurisdictions where they may be legally offered. Not all services are available in all countries and you understand that the described product and service are intended for customers located in the United States. You also understand that we are based in the United States, and we only accept U.S. currency.

We do not make any representations that any content or use of the App is appropriate or available for use in locations outside of the United States, and accessing the App from territories where any content or use of the App is illegal is prohibited. **If you choose to access the App from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.**

Export Control

You acknowledge that your use of the App is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the App and any associate software. You agree that you will not directly or indirectly use, export, re-export, or transfer the App except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the App in any embargoed or sanctioned country such as Cuba, Iran, North Korea, Sudan, and Syria.

Changes in Terms of Use

We reserve the right to modify this Agreement at any time. You will receive notice in accordance with our E-Sign Consent Agreement and applicable law when any changes are made that materially affect your rights. **By accessing your Account and continuing to use the App, you agree to the most recent version of this Agreement .**

Delay or Suspension of Service

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using the App constitutes a “**Threatening Condition**” (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of the App without notice.

Term and Termination

We may terminate all or part of this Agreement and your use of the App for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using the App upon our request.

You may voluntarily terminate your access to the App and your use of the App for any reason and at any time with or without prior notice as the law requires, by unsubscribing all Accounts from the Mobile Service. If you terminate your access and/or withdraw your consent to this agreement, you will no longer have access to the App.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

No Warranties

Neither Citadel Federal Credit Union, nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of the service provided in the App, including but not limited to the Card Controls or alert service, information, materials, products and service or the error free use of the App. The Mobile Service, including but not limited to our App, materials, products, and services, are provided “As Is” and “As Available” without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than through the App to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

Limitation of Liability; Indemnification

In no event will Citadel Federal Credit Union or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use the App; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through the App, or (iv) any other failure, action, or omission.

You agree to indemnify, defend, and hold Citadel Federal Credit Union, and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorneys’ fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through the App; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against Citadel Federal Credit Union arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the App or use of your Account by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on behalf of Citadel Federal Credit Union without our prior written consent.

Waiver

We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of Citadel Federal Credit Union, or its affiliates. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability; Headings

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other

provision in that or any other jurisdiction. The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider.

Governing Law

This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the Commonwealth of Pennsylvania (without regard to any choice of law provisions thereof).

Complete Agreement

This Agreement represents the sole and exclusive agreement between you and us regarding the Mobile Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

Contact Us for Further Assistance

If you need assistance, would like to report an unauthorized transaction, or have other questions or concerns please contact us. Our phone is (800) 666-0191. Write to us at:

Citadel Federal Credit Union 520 Eagleview Boulevard Exton, PA 19341

TERMS AND CONDITIONS OF THE COMMERCIAL BILL PAYMENT SERVICE

THIS AGREEMENT IS SPECIFICALLY SUBJECT TO THE TERMS AND CONDITIONS OF THE COMMERCIAL ACCOUNT AGREEMENTS AND DISCLOSURES (THE "ACCOUNT AGREEMENT") WHICH CONTROLS YOUR ACCOUNTS WITH THE CREDIT UNION AS WELL AS ANY SERVICES YOU RECEIVE FROM THE CREDIT UNION. YOU AGREE THAT THIS AGREEMENT IS ALSO SPECIFICALLY SUBJECT TO THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN THE ACCOUNT AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ACCOUNT AGREEMENT, THE TERMS OF THE ACCOUNT AGREEMENT SHALL CONTROL.

SERVICE DEFINITIONS

"Service" means the bill payment service offered by Citadel Federal Credit Union ("Citadel").

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller is typically four (4) or fewer Business Days from the current date will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the credit union immediately. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Billers outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the credit union at once by calling 800-666-0191 during normal business hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Telephone Us at once at (610) 380-6000 or (800) 666-0191, if You believe Your user credentials have been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission. Telephoning is the best way of minimizing Your possible losses. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at 800-666-0191 during customer service hours;
2. Write us at:
Citadel Federal Credit Union
Attn: Member Care
520 Eagleview Blvd
Exton, PA 19341

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees, and service charges may be altered or amended by the credit union and/or Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after providing you notice of change will constitute Your agreement to such change(s). Further, the credit union or Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the credit union and Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 800-666-0191 during normal business hours; and/or
2. Write us at:
Citadel Federal Credit Union
Attn: Member Care
520 Eagleview Blvd
Exton, PA 19341

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number not valid; Biller is unable to locate account; or Biller account paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service and/or credit union agree to resolve the dispute in accordance with the mandatory arbitration and class action waiver provisions of the Account Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the credit union says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

DISPUTE RESOLUTION-MANDATORY ARBITRATION.

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER WILL BE RESOLVED. Except as expressly provided herein, any controversy, dispute or claim ("Claim") arising out of or relating to this Agreement, your account, any loan, product, service and/or the relationships of the parties hereto shall be resolved or otherwise settled by binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed. Such arbitration shall take place in Chester County, Pennsylvania.

The arbitrator's decision shall be final, binding and non-appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. This mandatory arbitration provision shall survive the closing of your Account, the maturity of any loan and the termination of this Agreement. No provision of this Agreement, any other agreement between the parties, nor the exercise of any right under this Agreement, shall waive the arbitration requirement. Notwithstanding anything contained herein to the contrary, the arbitration shall not limit the right of either party to (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust or applicable law; or (4) to proceed with collection of amounts owed by you to us in connection with this Agreement through all other legal methods, including, but not limited to, proceeding to court to obtain judgment. Additionally, notwithstanding the foregoing, this Section



is not intended to apply to Claims arising in connection with our extensions of consumer credit to “covered borrowers” as such term is defined in the Military Lending Act. To the extent a court has jurisdiction as explicitly agreed to in this Section, the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH AN ARBITRATION. IF THE PARTIES PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.**

CLASS ACTION WAIVER.

Any Claim against the Credit Union must be brought in the respective party’s individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain a Class Action in any forum, including arbitration. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH AN ARBITRATION.**

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.



COMMERCIAL MOBILE CHECK DEPOSIT SERVICES AGREEMENT

This Commercial Mobile Check Deposit Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Commercial Mobile Deposit service ("Mobile Deposit") for business banking customers. It also describes the rights and obligations of Citadel Federal Credit Union ("Credit Union"). Please read this Agreement carefully. By requesting and using Mobile Deposit, you agree to comply with the terms and conditions of this Agreement.

THIS AGREEMENT IS SPECIFICALLY SUBJECT TO THE TERMS AND CONDITIONS OF THE COMMERCIAL ACCOUNT AGREEMENTS AND DISCLOSURES (THE "ACCOUNT AGREEMENT") WHICH CONTROLS YOUR ACCOUNTS WITH THE CREDIT UNION AS WELL AS ANY SERVICES YOU RECEIVE FROM THE CREDIT UNION. YOU AGREE THAT THIS AGREEMENT IS ALSO SPECIFICALLY SUBJECT TO THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN THE ACCOUNT AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ACCOUNT AGREEMENT, THE TERMS OF THE ACCOUNT AGREEMENT SHALL CONTROL.

For purposes of this Agreement, "We", "us", or "Credit Union" refer to Citadel Federal Credit Union (including its service providers) which holds the Mobile Deposit service and holds the accounts accessed by Mobile Deposit; and "You" or "your" refers to the owner of the account or the authorized representative

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit by selecting Deposit Checks.

Limits: We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Eligible items: You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.) You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Foreign checks or checks not written for U.S. Dollars
- Checks that are more than six (6) months old
- Any Money Orders, including United States Postal Service (USPS) Money Orders

Requirements: Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Restricted endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept restricted endorsements outside this space. Your restricted endorsement must include your signature and "Citadel Mobile Deposit". Any loss we incur from a delay or processing error resulting from an irregular restricted endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees and include "Citadel Mobile Deposit". If the check is payable to you or your joint owner, either of you can endorse it along with "Citadel Mobile Deposit". If the check is made payable to you and your joint owner, both of you must endorse the check along with "Citadel Mobile Deposit".

Receipt of Deposit: All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement, unless otherwise stated herein. When we receive an image, if notification option is selected, we can confirm receipt via email at time of deposit. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains zero errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks: After you receive confirmation that we have received an image, you must securely store the original check for **60 calendar** days after such confirmation and make the original check accessible to us at our request. During these 60 days, we may request and you will deliver to us, within **10 calendar days**, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 60 days expire, you must destroy the original check **by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction**. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits: Any credit posted to your account, for checks deposited using Mobile Deposit, is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You shall not attempt, without our approval, to deposit or otherwise negotiate an original check that has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties: You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and restricted endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems and are liable for any damages your use of the services causes.

Compliance with Law: You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability: Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

Funds Availability: For determining the availability of your Mobile Deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. Mobile Deposits received before 4:00 pm ET on a business day are considered deposited that day. Mobile Deposits received after 4:00 pm ET on a business day, or on a day we are not open, will be considered deposited on the next business day we are open.

Mobile Deposits will generally be available no later than the second business day following the business day of deposit; however, the credit union, at our sole discretion, may make such funds available sooner or may further delay availability based on certain factors including, but not limited to, the length of your relationship with us, your transaction, and the type or amount of item(s) you deposit.

It is your responsibility to ensure funds from your Mobile Deposit are available to you prior to authorizing transactions against these funds. Items transmitted using Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC.

Account Errors / Dispute Resolution: If an error occurs or a dispute arises in a Mobile Deposit transaction, or You discover a transaction error as a result of reviewing your electronic or paper billing statement, You must notify CITADEL of the suspected error promptly but no later than within 60 days after the electronic statement is available or You receive the first paper account billing statement on which that error appears. You can telephone us at 610-380-6000 or 800-666-1019, write us at 520 Eagleview Boulevard, Exton, PA 19341 or email us through Online Banking. Contacting us as soon as you are aware of an error or dispute is the best way to protect your account.

To report an error, please provide the following information:

- Your name and account numbers
- A brief description of the suspected error or nature of the problem
- The dollar amount of the suspected error
- Other information you believe is relevant or that CITADEL may require to determine the nature of the error

If you report a suspected error through CITADEL staff, We may ask You to provide a written confirmation of Your complaint or question within ten (10) business days.

CITADEL will investigate Your reported error or dispute within ten (10) business days. If an error is discovered, it will be corrected promptly. If We find no error, We will send You a written explanation of Our findings after We complete Our investigation. You may request copies of the relevant documents that We used in that investigation.

Mobile Deposit Security: You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. If you believe that your mobile device has been compromised in any way, or that there is a possibility that someone has gained unauthorized access to your mobile device, you should notify us at once.

It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone, with written confirmation, if we request, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility: You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service, and our technology partners, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation: You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES: YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY: YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information: You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

General Terms and Conditions

Credit Union Agreements: In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the Agreement applicable to Mobile Deposit. Your use of Mobile Deposit is your acknowledgment that you have received this Agreement and intend to be bound by it.

Changes and Modifications: The Credit Union may modify the terms and conditions applicable to Mobile Deposit from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of Mobile Deposit in whole or in part at any time without prior notice.

Assignment: We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

Notices: Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

Disclosure of Information: We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- where it is necessary for the provision of Mobile Deposit and for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission;
- to the Credit Union affiliated companies.

Governing Law: This Agreement is governed by the laws of the State of Pennsylvania and applicable federal law.

BUSINESS BANKING WIRE TRANSFER SERVICE AGREEMENT

This document provides important information regarding the terms and conditions of Citadel's Business Banking Wire Transfer services, including but not limited to, your rights and obligations as well as the limitations on Citadel's liability and exclusions that apply to this service.

Please carefully read this entire document.

THIS AGREEMENT IS SPECIFICALLY SUBJECT TO THE TERMS AND CONDITIONS OF THE COMMERCIAL ACCOUNT AGREEMENTS AND DISCLOSURES (THE "ACCOUNT AGREEMENT") WHICH CONTROLS YOUR ACCOUNTS WITH THE CREDIT UNION AS WELL AS ANY SERVICES YOU RECEIVE FROM THE CREDIT UNION. YOU AGREE THAT THIS AGREEMENT IS ALSO SPECIFICALLY SUBJECT TO THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN THE ACCOUNT AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ACCOUNT AGREEMENT, THE TERMS OF THE ACCOUNT AGREEMENT SHALL CONTROL.

1. Introduction. This is a contractual agreement ("Agreement") between you (as the person identified as the account owner, you as the person or business entity entering into this Agreement, you as the user of the Service, and any user you authorize to use the Service on your behalf), and Citadel Federal Credit Union ("Citadel" or "we" or "us") in connection with the Business Banking Wire Transfer Service offered through our Citadel's Business Banking site (the "Service"). Every time you access the Service, you are agreeing to be bound by the terms and conditions in this Agreement. You acknowledge that you have read this Agreement, obtained and read any relevant User Guide issued to you. This Agreement applies to your use of the Service and the portion of the Business Banking site ("Site") through which the Service is offered, and when you instruct Citadel to transfer funds by wire from the available balance in your checking, savings, or money market accounts at Citadel (the "Funding Account") to accounts at other financial institutions ("Order"). Orders will be executed only in United States Dollars and may go through a funds transfer system operated by the Federal Reserve Banks or through a similar domestic clearinghouse.

You acknowledge and agree that transactions made through the Service are excluded from the coverage of the federal Electronic Funds Transfer Act and related Regulation E. That means the terms in Citadel's Electronic Funds Transfer Services (including any supplemental terms and conditions) as amended from time to time and disclosed in any Account Agreement, shall not apply to the Service.

2. Security Procedure. You understand that we will never call, text, or email you and ask for your Online Banking user identification, password or verification code. You acknowledge and agree that you will not provide your Online Banking user identification, password, or verification code verbally, or by text or email.

a. The Service's security procedure ("Security Procedure") requires:

- i) a valid and unique user's identification and password,
- ii) device authentication to identify the user's computer's internet protocol address,
- iii) a verification code sent to the user's contact information we have on file (e.g., email, phone, or text) and the user's prompt response to us upon receipt of the verification code and either:
 - 1) verifying the Order by entering the verification code where prompted on the Site, or
 - 2) notifying us of any discrepancy between the Order and the user's records,
- iv.) dual controls (one user may draft the Order, however, a separate user must approve and send the Order), and
- v.) limits on the dollar amount per Order, per day and per month and limits on the number of Orders that users may send per day and per month.

- b. You acknowledge and agree that when we follow the Security Procedure, we are entitled to rely on transfer instructions in your Order and that our Security Procedure described in this Agreement is commercially reasonable, and in view of your requirements, is a satisfactory method of verifying the authenticity of Orders.
- c. You acknowledge and agree that if you modify the Security Procedure by declining dual control procedures, you are directing us to not implement dual control procedures because they are not necessary for your business, and you are voluntarily assuming the increased risk and liability resulting from declining dual control as part of the Security Procedure.
- d. You acknowledge and agree that the purpose of the Security Procedure is only to verify the authenticity of an Order (in other words, that you or an individual you authorized submitted the Order) and not to detect any errors in the transfer instructions.
- e. You acknowledge and agree that you are able to:
- i.) add and remove other users from the Service,
 - ii.) control other users' authority and access to draft, approve, and view wire activity in the Service, and
 - iii.) set up Service-related alerts such as, but not limited to, wires drafted, wires authorized, account balances, user identification and changes in users' credentials, a wire recipient is added to the Service.

To be clear, you agree that Security Procedures we or our service provider implement in accordance and compliance with this Agreement is commercially reasonable for you and that it is sufficient to verify the authenticity of an Order and you waive any objection that it is not, and you agree to be bound by the transfer instructions that we receive through the Service and the Orders that Citadel accepts in compliance with the Security Procedure, whether the Order or the individual using the Service is authorized or unauthorized by you. You acknowledge and agree that if you modify the Security Procedure by declining dual control procedures, you are directing us to not implement dual control procedures because they are not necessary for your business, and you are voluntarily assuming the increased risk and liability resulting from declining dual control as part of the Security Procedure.

Further, you will indemnify, defend, and hold harmless us and our service provider from any loss or liability arising from our reliance on the Security Procedure, whether modified or not modified. You agree that we and our service providers will not be liable or responsible for verifying that any of the information in the transfer instructions or Order is correct or as you intended it to be.

3. Authorized Persons. You acknowledge and agree that the Service will only be used by you or other individuals you authorize to use the Service on your behalf, and you will be responsible for ensuring that each individual you authorize to use the Service complies with the terms and conditions in this Agreement. **You further agree that Citadel is not liable in anyway whatsoever and that you are solely liable for any and all acts and omissions, and transfer instructions and Orders submitted by any individual who accesses the Service in your name, in the name of a user you authorize to use the Service, or your business's name and is accepted by Citadel in compliance with this Agreement.** This means that you are solely liable for the transfer whether or not the Order or the individual using the Service is authorized by you.

4. Reliance on Information Provided in an Order. You acknowledge and agree that if your Order is missing certain required information, the transfer may be delayed or be canceled without notice to you. Orders are required to include the following information:

- Beneficiary Party Name (party receiving funds)
- Beneficiary Party Account Number (the account receiving the funds)
- Beneficiary Party Address (the Beneficiary Party's physical United States address, no P.O. Boxes or non-United States addresses are allowed)
- Receiving Party Name (corresponding bank or final destination bank)
- Receiving Party ABA Number (nine-digit number assigned by the American Bankers Association)
- Beneficiary Bank Name, Bank Account Number, ABA Number, and Physical Address (a corresponding bank receiving funds)
- Intermediary Bank Name, Bank Account Number, ABA Number, and Physical Address (a secondary corresponding bank receiving funds, unless there is no secondary corresponding bank)
- Purpose of transfer

5. Reliance on Information Provided. You acknowledge and agree that if your Order describes a Beneficiary Party inconsistently by name and account number or any other required information listed in paragraph 4, the wire transfer may be made on the basis of the account number alone. In other words, the Receiving Party, Beneficiary Bank, or Intermediary Bank may rely only on the account number to make the transfer, even if it identifies a party different from the named Beneficiary Party. Further, you acknowledge and agree that you are liable for the transfer made to the account number you provide in your Order even if the named Beneficiary Party did not receive the funds.

6. Unexpected Delay. You agree and expect that the Service may become or be made unavailable from time to time due to system maintenance or unforeseen circumstances, or for any reason whatsoever in our sole discretion and under no circumstance will we or our service providers be liable to you or your existing, intended and prospective payees, for any reason whatsoever. In such instances, we may provide notice to you that the Service is unavailable, and we may let you know when the Service is back in operation.

7. Changes to an Order. You agree that we will not make changes to Orders that are submitted to us through the Service and that any Orders that cannot be sent due to identified errors or omission of data within the Order may be delayed or cancelled by the Service. You agree that you will review any notices that we or our service providers may send to you. You also agree that we may or may not be able to provide you with information that will assist you in correcting any errors or omissions in future Orders that you may send by way of the Service. The Service or we may automatically or manually cancel any Orders deemed to be duplicates, and you understand that this may happen from time to time either by your error or as a result of an unexpected Service issue.

8. Service Providers. We are offering you the Service through one or more service providers that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to service providers all of the rights and performance obligations that we have under this Agreement, and that the service providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

9. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades, or enhancements.

10. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

11. Notices to Us Regarding the Service. Notice to us concerning the website or the Service may be made by visiting any of our locations, calling us at **800-666-0191**, logging on to Citadel Business Banking and sending us a secured message, or by US mail to: Citadel Federal Credit Union, 520 Eagleview Blvd. Exton, PA 19341 Attn: Payment Solutions.

12. Notices to You. You agree that we may provide notice to you by posting it on the website, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any mailing address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including, but not limited to, the mobile phone number that you have listed in your customer profile. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by US Mail, which shall be deemed received by you no later than three (3) business days after it is mailed. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

13. Receipts and Transaction History. You agree to review your transactions by logging in to the Service and looking at your transaction history, and we are not required to send to you or provide you with transaction receipts.

14. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

15. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- b. Payments that violate any law, statute, ordinance, or regulation; and
- c. Payments that violate the Acceptable User terms in Section 16.

16. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws during and in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our service providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way whatsoever. You agree that in our sole discretion for any reason whatsoever and at any time we may delay, not process, or cancel your Order, we may block your access to the Service, or we may remove your access to the Service.

17. Limits on Payment Amounts. There are limits on the frequency and amount of money you can send through the Service. Your limits may be adjusted from time to time at our sole discretion at any time whatsoever.

Limits are set at the personal level and apply to all of your accounts in aggregate. For example, if you have two savings accounts and three checking accounts, your total limits are as listed above no matter which of your accounts funds the Order or from which account money is transferred. Inbound wires may not be initiated using this System. The fee will be posted as a separate transaction and will be debited from your Funding Account or from any of your other accounts. Any other financial institution, intermediary, or any other participant that originates, receives, or processes the transaction may charge a fee for this service. All Orders initiated after 4pm Eastern Time will be processed the following business day and count toward the applicable dollar limit for that next business day.

Citadel does not guarantee the timely delivery or return of funds as a result of the failure of another party to act in a timely manner or as a result of unexpected outages or issues with the Service. You agree that you will have sufficient available funds in your Funding Account to cover all Orders and associated fees on the date and at the time that you enter your Order into the Service and on the date and at the time Citadel sends your Order. If your Funding Account does not contain a sufficient available balance, your Order may be delayed and may be cancelled.

18. Canceling Online Wire Transfers. You acknowledge that once an Order is entered into the Service it is final, and you may not be able to cancel or change the Order. Although you may request, and Citadel may attempt, to cancel an Order, we are not liable if the Order is not actually canceled.

19. Liability. If we fail or delay in executing your Orders pursuant to your instructions, or if we error and make a transfer in an incorrect amount that is less than the amount per your instructions, unless otherwise required by law or as otherwise provided in this Agreement, our liability shall be limited to correcting the error. If we make a transfer in an erroneous amount that exceeds the amount per your instructions, unless otherwise required by law or as otherwise provided in this Agreement, our liability will be limited to a refund of the amount erroneously transferred, plus interest thereon from the date of the transfer to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the Washington district for each day interest is due, computed on the basis of a 360-day year. You agree that Citadel shall be liable to you only for our negligent performance or non-performance of the Services, and that our responsibility shall be limited to the exercise of reasonable and ordinary care. Unless otherwise required by law, Citadel shall not be liable for any error or delay on the part of any third party or for any other act or omission of any third party, including without limitation third parties used by Citadel in executing any Order relating to a transfer or performing a related act, and no such third party shall be deemed to be our agent. We shall not be liable for your attorney's fees, except as required by law.

IN NO EVENT WILL CITADEL HAVE ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR IN CONNECTION WITH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

To be abundantly clear, when you utilize the service you are expressly agreeing that:

Any Security Procedures we or our service provider implement in accordance and compliance with this Agreement is commercially reasonable for you and that it is sufficient to verify the authenticity of any Order and you waive any objection that it is not, and you agree to be bound by the transfer instructions that we receive through the Service and the Orders that Citadel accepts in compliance with the Security Procedures, whether or not the Order or the individual using the Service is authorized or unauthorized by you. You acknowledge and agree that if you modify the Security Procedures by declining dual control procedures, you are directing us to not implement dual control procedures because they are not necessary for your business, and you are voluntarily assuming the increased risk and liability resulting from declining dual control as part of the Security Procedures.

Further, you will fully indemnify, defend, and hold harmless us and our service provider(s) from any loss or liability arising from our reliance on any Security Procedure whether modified or not modified. You agree that we and our service providers will not be liable or responsible for verifying that any of the information in the transfer instructions or Order is correct or as you intended it to be.

IF YOU DO NOT ACCEPT the terms and conditions within this Agreement you cannot and should not use the service.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

21. DISPUTE RESOLUTION-MANDATORY ARBITRATION. READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER WILL BE RESOLVED. Except as expressly provided herein, any controversy, dispute or claim (“Claim”) arising out of or relating to this Agreement, your account, any loan, product, service and/or the relationships of the parties hereto shall be resolved or otherwise settled by binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Consumer Rules in effect at the time the Claim is filed. Such arbitration shall take place in Chester County, Pennsylvania. The arbitrator’s decision shall be final, binding and non–appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator’s fees, shall be borne by the non-prevailing party, unless otherwise required by law. This mandatory arbitration provision shall survive the closing of your Account, the maturity of any loan and the termination of this Agreement. No provision of this Agreement, any other agreement between the parties, nor the exercise of any right under this Agreement, shall waive the arbitration requirement. Notwithstanding anything contained herein to the contrary, the arbitration shall not limit the right of either party to (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust or applicable law; or (4) to proceed with collection of amounts owed by you to us in connection with this Agreement through all other legal methods, including, but not limited to, proceeding to court to obtain judgment. Additionally, notwithstanding the foregoing, this Section is not intended to apply to Claims arising in connection with our extensions of consumer credit to “covered borrowers” as such term is defined in the Military Lending Act. To the extent a court has jurisdiction as explicitly agreed to in this Section, the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH AN ARBITRATION. IF THE PARTIES PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL**



CITADEL
CREDIT UNION

Business Banking

BY JURY.

22. CLASS ACTION WAIVER. Any Claim against the Credit Union must be brought in the respective party's individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain a Class Action in any forum, including arbitration. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH AN ARBITRATION.**

Automated Clearing House Electronic Funds Transfer Service User Agreement

THIS AGREEMENT IS SPECIFICALLY SUBJECT TO THE TERMS AND CONDITIONS OF THE COMMERCIAL ACCOUNT AGREEMENTS AND DISCLOSURES (THE "ACCOUNT AGREEMENT") WHICH CONTROLS YOUR ACCOUNTS WITH THE CREDIT UNION AS WELL AS ANY SERVICES YOU RECEIVE FROM THE CREDIT UNION. YOU AGREE THAT THIS AGREEMENT IS ALSO SPECIFICALLY SUBJECT TO THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN THE ACCOUNT AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ACCOUNT AGREEMENT, THE TERMS OF THE ACCOUNT AGREEMENT SHALL CONTROL

This Automated Clearing House Electronic Funds Transfer Service Agreement ("Agreement") is made by and between the Business Banking customer ("Business Member") and Citadel Federal Credit Union ("Citadel").

The Business Member has requested Citadel permit it to initiate entries to accounts maintained at Citadel and other financial institutions by means of Automated Clearing House ("ACH") Network operated by the National Automated Clearing House Association ("NACHA"). Citadel has agreed to do so on the terms of this Agreement.

This is a binding agreement between you and Citadel and governs your use of the ACH services offered by Citadel, in conjunction with the Commercial Account Agreement. "You" and "Your" mean each business member, multiple account owner, joint owner/borrowers, co-signers, loan guarantors, business or business entity, or any authorized signer, user, or representative of such party. If there is a conflict between this Agreement and other Citadel agreements, the conflicting term of this Agreement will govern, as to your use of the ACH services only.

By using the ACH services, you agree to these terms and conditions. Citadel reserves the right to change, modify, add, or remove portions of the ACH services or to discontinue them entirely.

Now, therefore, the Business Member and Citadel agree as follows:

1. **General.** The ACH services ("Services") to be provided by Citadel to you, consisting of access to a browser-based software program and all related materials and documentation, permit you to transmit certain ACH debit entries and credit entries to Citadel electronically. In order to enroll in the services, you must have an authorized person of the business owning a Business Banking Account that is eligible for the services and be approved for the services by Citadel. As conditions to your continued use of the services, you shall (a) maintain the account in good standing, and (b) comply with such restrictions on the services as we may communicate to you from time to time.
2. **Types of Entries.** Citadel will transmit debit and/or credit entries initiated by you to the ACH Network as provided in the NACHA Operating Rules ("Rules") and any Schedules included as part of this Agreement.
3. **ACH Rules.** You acknowledge receipt of a copy of the NACHA Operating Rules. You agree to comply with and be bound by the rules in existence as of the date of this Agreement and as amended from time to time. Your duties, as set forth in this Agreement in no way limit the requirements of complying with the Rules. You understand and agree that we have the right to audit your books and records as needed to determine compliance with this Agreement and the Rules. You understand further this Agreement does not allow you to originate ACH debit or credit transactions for any other entity, business, or person. Any fines or liabilities imposed against Citadel for a violation of the Rules caused by your action and/or inaction may be assessed against you.
4. **United States Laws.** You acknowledge you will not generate transactions that violate the laws of the United States. This includes, but is not limited to, sanction laws administered by the Office of Foreign Assets Control (OFAC). It shall be your responsibility to obtain information regarding such

OFAC enforced sanctions. In some instances, applicable federal or state law may supersede provisions of this Agreement.

5. **Privacy.** The account information provided to you by a consumer allowing you to originate an ACH transaction with us is covered by the Privacy provisions of the Gramm-Leach-Bliley Act and CFPB Regulation P (12 C.F.R 1016). You are required by us to treat this information as confidential as a condition of your right to originate ACH transactions with us and must establish and maintain commercially reasonable procedures to ensure the security and confidentiality of this information. We reserve the right to immediately terminate your ACH services and authority should you fail to do so.
6. **Authorizations.** Before your initiation of the first debit or credit entry to a consumer's account, you will obtain a proper authorization in accordance with the Rules and U.S. law. An authorization agreement must be readily identifiable as either an ACH credit or an ACH debit authorization and must clearly and conspicuously state the terms of the authorization in order that the consumer understands the authorization to which they are agreeing. Revocation language must be included on authorizations for recurring payments. All authorization agreements must contain language requiring consumers to acknowledge that ACH entries must comply with provisions of the laws of the United States. All debits to consumer accounts must be authorized by the consumer via a writing that is signed or similarly authenticated using a digital signature or other code, with the exception of certain truncation or conversion applications which require you to provide the consumer with notification. For debit entries, you must provide the consumer with a written copy of the authorization. Upon request, you must present a copy of the customer's authorization to Citadel. You must retain the authorization for a period of two years following the termination or revocation of the authorization. You will initiate no entry after the termination or revocation of a consumer's authorization.
7. **Prenotifications.** If you choose to originate non-dollar prenotification entries to verify the accuracy of routing and account numbers, you agree not to initiate live-dollar entries until at least three (3) banking days following the settlement date of the prenotification entry. Prenotifications will be provided to Citadel in a format provided in the Rules. If you receive notice that a prenotification has been rejected or returned, you will research the problem and make any necessary corrections before transmitting another entry.
8. **Notifications of Change.** Citadel will notify of all Notification of Change (NOC) entries received no later than two business days after the receipt of the entries. You agree to make the changes submitted within six banking days of the settlement date of the original entry or before the next "live" entry, whichever is later. If the Notification of Change is incorrect, you will generate a Refused Notification of Change and deliver it to Citadel.
9. **Transmission of Entries.** You will transmit all debit and credit entries to Citadel, on or before the deadlines, as described within any Schedule attached to this Agreement or provided to you at a later date by Citadel. You will provide all entries with the formatting, content, and specifications contained in the Rules, except as provided in any Schedule we give you. You authorize Citadel to transmit all entries received by Citadel from you in accordance with the terms of this Agreement and to credit or debit such entries to the specified accounts.
10. **Security Procedures.** You and Citadel will comply with the security procedures described within this Agreement or any Schedules included with the Agreement, which may be amended from time to time. You acknowledge that the purpose of such security procedures is for the verification of authenticity and not to detect an error in the transmission of content of a transaction. No security procedures for the detection of any such error have been agreed upon between Citadel and you. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized submissions. You warrant that no individual will be allowed to initiate transactions in the absence of proper supervision, approval, and safeguards, and agree to take reasonable steps to maintain the confidentiality and security procedures and any passwords, codes, security devices such as tokens, and related instructions provided by Citadel in connection with the security procedures described in this Agreement or Schedule. You shall establish and maintain procedures to assure the confidentiality of these security procedures. Citadel assumes no responsibility to discover, audit, or report to the Business Member any possible breach of security or unauthorized disclosure or use of such security procedures by your employees, agents, or representatives. If you believe or suspect that any such information or instructions have been known or accessed by

unauthorized persons, you agree to notify Citadel immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Citadel prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

11. **Financial Institution Obligations.** In a timely manner and in accordance with the Rules, Citadel will process, transmit, and settle for the entries received from you which comply with the terms of this Agreement, including the security procedures. Citadel shall have no obligation to transmit entries if you are in default of any your obligations under this Agreement or our Commercial Account Agreement, including any obligation to pay Citadel.
12. **Warranties.** You certify to Citadel all warranties Citadel is deemed by the Rules to make with respect to entries originated by you. Without limiting the foregoing, you warrant and agree that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (b) each debit entry is for the sum which, on the settlement date with respect to it, will be owed to you from the party whose account will be debited, is specified by such party to be paid to you, or is a correction of a previously transmitted erroneous credit entry; and (c) you will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code, if applicable, and shall otherwise perform your obligations under this Agreement in accordance with all applicable laws and regulations. For any RCK (Represented Check) entries, ARC (Accounts Receivable) entries, POP (Point of Purchase) entries, WEB (Internet Initiated) entries, TEL (Telephone Initiated) entries, BOC (Back-office Conversion) entries, and IAT (International ACH Transaction) entries originated, you certify your compliance with all the warranties made by Citadel pertaining to such entries exchanged through the ACH Network. All disputes between you and any third party relating to payment of any debit/credit transaction originated by you using this service shall be settled between you and the third party. You shall fully indemnify Citadel against any loss, liability, or expense (including attorney fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements. Citadel retains the right to offset your account(s) for amounts Citadel is damaged by your actions.
13. **Provisional Credit.** You acknowledge that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from a credited party, and the originator of the entry shall not be deemed to have paid the party.
14. **Account/Settlement.** You will maintain an account with Citadel at all times during the term of this Agreement. You will maintain in the Account (as designated within any schedule included herein) available funds sufficient to cover all credit entries initiated by you. You agree to maintain a balance to cover returns and adjustments to prior funds credited. Citadel may debit any account maintained by you at Citadel or secure necessary collateral to satisfy any amount owing to Citadel. You agree not to exceed the exposure limits disclosed in this Agreement or any Schedule.
15. **Settlement Discrepancies.** The periodic statement issued by Citadel for your account will reflect entries credited and debited to your account. You agree to notify Citadel within a reasonable time not to exceed thirty (30) days after you receive a periodic statement of any discrepancy between your records and the information in the periodic statement.
16. **Cancellation or Amendment of Entries.** You shall have no right to cancel or amend any entry/file after its receipt by Citadel. However, Citadel shall use reasonable efforts to act on a request by you to cancel an entry/file before transmitting it to the ACH Network or processing it as an on-us entry. Any such request shall comply with the security procedures described in this Agreement or any Schedule to this Agreement. Citadel shall have no liability if it fails to effect the cancellation.
17. **Rejection of Entries.** Citadel may reject any entry/file, including any on-us entry/file, which does not comply with the requirements of this Agreement and may reject any entry/file if there is suspicion of fraud or you are not otherwise in compliance with the terms of this Agreement or the Rules. Citadel shall notify you at the current address of record, email, or phone listed for you of such rejection no later than the business day such entry/file would otherwise have been transmitted by Citadel to the ACH Network or, in the case of an on-us entry/file, its effective date. It shall be your responsibility to remake any entries/files rejected by Citadel or the ACH Operator.
18. **Returned Entries.** Citadel shall notify you at the current address of record, email, or phone listed for you of the receipt of a returned entry from the ACH Network no later than one (1) business day

after the business day of such receipt. Citadel shall have no obligation to retransmit a returned entry if Citadel complied with the terms of this Agreement with respect to the original entry. You authorize Citadel to charge back any debit returns to your designated account. You will promptly provide immediately available funds to indemnify Citadel if any debit entry is returned after Citadel has permitted you to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such entry is received by Citadel.

19. **Reversals.** You may initiate a reversing entry or file of entries for erroneous or duplicate transactions, as permitted by the Rules. In doing so, you warrant that you have initiated the entries or files within five (5) days of the original entry or entries and within twenty-four (24) hours of discovery of the error. You also warrant that the account holder of the reversing entry has been notified of the reversal and the reason for the reversal no later than the settlement day of the reversal. For both reversing entries and files, you indemnify all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense.
20. **Name and Account Inconsistency.** You acknowledge that, if any entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.
21. **Fees.** You authorize Citadel to debit your designated account for services provided under the Agreement in accordance with any Schedule of Fees attached to this Agreement or provided to you by Citadel. Citadel may change its fees from time to time upon written notice to you.
22. **Liability.** Citadel shall be responsible only for performing the services expressly provided for in the Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall Citadel have any liability for any consequential, special, punitive, or indirect loss or damage which you may incur or suffer in connection with this Agreement. IN addition, Citadel shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint interruption if transmission or communication facilities, equipment failure, war, emergency conditions, or other conditions beyond Citadel's control. Citadel shall not be held liable for any delay by an ACH Operator or Receiving Depository Financial Institution in processing any credit or debit you originate, nor shall it be held liable for the failure of a third party to process, credit, or debit any such entry, or for other acts of omission.
23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.
24. **DISPUTE RESOLUTION-MANDATORY ARBITRATION. READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER WILL BE RESOLVED. Except as expressly provided herein, any controversy, dispute or claim ("Claim") arising out of or relating to this Agreement, your account, any loan, product, service and/or the relationships of the parties hereto shall be resolved or otherwise settled by binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed. Such arbitration shall take place in Chester County, Pennsylvania.** The arbitrator's decision shall be final, binding and non-appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. This mandatory arbitration provision shall survive the closing of your Account, the maturity of any loan and the termination of this Agreement. No provision of this Agreement, any other agreement between the parties, nor the exercise of any right under this Agreement, shall waive the arbitration requirement. Notwithstanding anything contained herein to the contrary, the arbitration shall not limit the right of either party to (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a

deed of trust or applicable law; or (4) to proceed with collection of amounts owed by you to us in connection with this Agreement through all other legal methods, including, but not limited to, proceeding to court to obtain judgment. Additionally, notwithstanding the foregoing, this Section is not intended to apply to Claims arising in connection with our extensions of consumer credit to "covered borrowers" as such term is defined in the Military Lending Act. To the extent a court has jurisdiction as explicitly agreed to in this Section, the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH AN ARBITRATION. IF THE PARTIES PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.**

25. **CLASS ACTION WAIVER.** Any Claim against the Credit Union must be brought in the respective party's individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain a Class Action in any forum, including arbitration. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH AN ARBITRATION.**
26. **Exposure Limits.** You shall comply with the exposure limits established by Citadel in accordance with any Schedule attached to this Agreement or issued to you.
27. **Contingency.** In the event you cannot create or transmit an ACH file due to hardware or communications outage, it is your responsibility to have contingency procedures in place. In the event Citadel cannot process the file through normal channels, every reasonable effort will be taken by Citadel to find alternative means to process the file. Citadel shall not be held liable for delayed files in any case resulting from hardware or communication outages.
28. **Amendments to Agreement.** From time to time, Citadel may amend any of the terms and conditions contained in this Agreement, including any part of an applicable Schedule. Such amendments shall become effective upon receipt of notice sent to you at the current address, email, or phone listed for you in our records or such later date as may be stated in Citadel's notice to you.
29. **Termination of Agreement.** Citadel may suspend and/or terminate this Agreement immediately without notice. Termination does not release you of obligations to previously transmitted transactions. Citadel assumes no protection or consequences at or following termination. You may terminate this Agreement upon ten (10) days notice to Citadel. Furthermore, Citadel maintains the right to terminate or suspend this Agreement for breach of the Rules, suspicion of fraud, or a security breach whether caused by a third party or other source. Any termination of this Agreement shall not affect Citadel's rights or your obligations with respect to any entries initiated by you prior to such termination, or your payment obligations with respect to services performed by Citadel prior to termination, or any other obligations that survive termination of this Agreement. In the event you originated debit entries, you agree to maintain an account with Citadel to settle chargebacks for a period of no less than ninety (90) days subsequent to the settlement date of the last debit file originated. Citadel shall have no obligation to transmit entries if you are in default of any obligation under this Agreement, including any obligation to pay Citadel for each credit entry.
30. **Miscellaneous.** This Agreement is the complete and exclusive statement of the agreement between Citadel and you with respect to the subject matter and supersedes any prior agreement(s) between Citadel and you with respect to the subject matter. You may not assign this Agreement or any of the rights or duties hereunder without Citadel's prior written consent. Citadel may waive enforcement of any provision of this Agreement but such waiver shall not affect Citadel's rights with respect to any other transaction or modify the terms of this Agreement. This Agreement shall be

binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person and no other person shall have any right against Citadel or you hereunder. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Citadel shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the authorized representatives whose names and signatures may appear on any agreement executed by you.